



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 of the Private Housing (Tenancies)(Scotland) Act 2016**

**Chamber Ref: FTS/HPC/CV/24/2547**

**Re: Property at 38 Nelson Court, City Centre, Aberdeen, AB24 5BF (“the Property”)**

**Parties:**

**Mr Andrew Ritchie, 2 Greenacres Drive, Aberdeenshire, AN42 3QE (“the Applicant”)**

**Miss Taylor Lamont SBA, Mr David Bica, UNKNOWN, UNKNOWN; 41, Haugh Road, Elgin, IV31 1AR (“the Respondent”)**

**Tribunal Members:**

**Alison Kelly (Legal Member)**

**Decision (in absence of the First Named Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment should be made.**

**Background**

1. On 3<sup>rd</sup> June 2024 the Applicant lodged an application under Rule 111 of the First Tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”) seeking payment of a sum of rent arrears.
2. Lodged with the Application were:
  - a. Copy Private Residential Tenancy agreement commencing 28<sup>th</sup> June 2022
  - b. Checkout report
  - c. Breakdown of cost of work and supporting invoices
  - d. Sheriff Officer trace report
  - e. Service By Advertisement application
3. Service By Advertisement was allowed in terms of the application.

4. The Tribunal produced a Certificate of Advertisement dated 4<sup>th</sup> October 2024.

### **Case Management Discussion**

5. The Case Management Discussion (“CMD”) took place on 4<sup>th</sup> October 2024 by teleconference. The Applicant was represented by Miss Young of DJ Alexander. The First Named Respondent did not attend and was not represented. The Second Named Respondent appeared and confirmed that he was only representing himself. He had not had any contact with the First Named Respondent since he had left the property. He confirmed that his address is as per his address in the tenancy agreement.
6. The Chairperson confirmed the purposes of a CMD in terms of Rule 17 of the Rules.
7. Miss Young asked that an order be granted for payment, in the amount of £2281.60, being the sum due as shown on the Breakdown of Costs and supported by the invoices produced.
8. Mr Bica was asked if he disputed the claim. He said that he wanted to come to a solution that made him happy and made Miss Young happy. The Chairperson asked him to confirm if he was looking to negotiate a settlement. He said that he had left the property on 18<sup>th</sup> September 2022. He had told the letting agent but they could not vary the tenancy agreement without the First Named Respondent’s consent. She did not give consent. He said that he thought that the First Named Respondent should be responsible for some of what was claimed. The Chairperson pointed out that Clause 1.2 of the tenancy Agreement provided that the Respondents were jointly and severally liable and explained what that meant.
9. The Chairperson, having considered the overriding objective of the Tribunal decided to continue the CMD to allow the Second Named Respondent to take legal advice and to enter in to negotiation with the Applicant.

### **Procedure Subsequent to CMD**

10. The Tribunal instructed Sheriff Officers to attempt service on the First Named Respondent again. They were not able to locate her. The Chairperson did not consider it necessary to serve by advertisement again.

### **Continued CMD**

11. The Continued Case Management Discussion (“CCMD”) took place on 12<sup>th</sup> December 2024 by teleconference. The Applicant was again represented by Miss Young of DJ Alexander. The First Named Respondent did not attend and

was not represented. The Second Named Respondent appeared and represented himself.

12. Miss Young said that Mr Bica had contacted her and offered to pay one half of the sum outstanding. The Applicant was not prepared to accept this as the debt was joint and several and they did not know where Miss Lamont was.
13. Mr Bica said that he still did not see why he needed to pay the full sum as he had left the property before the end of the tenancy. He confirmed to the Chairperson that he had sought advice and had been told that the liability was joint and several. He thought it was unfair.
14. The Chairperson explained that the matter in dispute was the amount being sought. She explained that if Mr Bica wishes to dispute the amount a Hearing would be fixed and the Applicant would require to lead evidence to prove the sum claimed. Mr Bica said that he did not want to take any more time to deal with it and he was willing to agree to the sum so that matters could be brought to a conclusion. On that basis the Tribunal was prepared to grant the order.

### **Findings In Fact**

- i. The parties entered in to a Private Residential Tenancy agreement commencing 28<sup>th</sup> June 2022;
- ii. Liability of the Respondents in terms of the Private Residential Tenancy agreement was joint and several;
- iii. At the end of the tenancy the Applicant's agent prepared a Checkout report;
- iv. Work totalling £2281.60 was required to repair the property at the end of the tenancy.

### **Reasons For Decision**

15. The Applicant submitted invoices totalling the amount and the Second Named Respondent conceded the sum due.

### **Right of Appeal**

**In terms of Section 46 of the Tribunal (Scotland) Act 2014, a party aggrieved by the decision of the Tribunal may appeal to the Upper Tribunal for Scotland on a point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.**

# Alison Kelly

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Legal Member/Chair

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Date 12<sup>th</sup> December 2024

